

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Psychic Readers Network, Inc.

Plaintiff,

vs.

A&E Television Networks, LLC and
Hillionaire Productions LLC,

Defendants.

Case No.: 1: 24-cv-08155-DEH

STIPULATION AND PROTECTIVE ORDER

WHEREAS, Plaintiff Psychic Readers Network, Inc. (“Plaintiff”), on the one hand, and Defendants A&E Television Networks, LLC and Hillionaire Productions LLC (collectively, “Defendants”), on the other hand (collectively, Plaintiff and Defendants are referred to herein as “Parties,” and individually, a “Party”) request that this Court issue a protective order pursuant to Federal Rule of Civil Procedure 26(c) to protect the confidentiality of certain nonpublic and confidential material that they may need to disclose in connection with discovery in this case; and

WHEREAS, the Parties, through counsel, agree to the following terms; and

WHEREAS, the Court finds that good cause exists for issuance of an appropriately tailored confidentiality order governing the pretrial phase of this action.

IT IS HEREBY ORDERED that any person subject to this Stipulation and Protective Order (“Protective Order”)—including without limitation the Parties to this action, their representatives, agents, experts and consultants, all third parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Protective Order—shall adhere to the following terms:

Discovery Material May Be Designated As “Confidential” and/or “Attorneys’ Eyes Only”.

1. Any person subject to this Protective Order who receives from any other person subject to this Protective Order any “Discovery Material” (i.e., information of any kind produced

or disclosed pursuant to and in course of discovery in this action) that is designated as “Confidential” or “Attorneys’ Eyes Only” pursuant to the terms of this Protective Order (hereinafter “Confidential Discovery Material”) shall not disclose such Confidential Discovery Material to anyone else except as expressly permitted hereunder.

2. The person producing any given Discovery Material or that person’s counsel may designate such material as “Confidential”, in whole or in part, only if counsel determines reasonably and in good faith that such designation is necessary to protect the interests of the client in information that is proprietary, a trade secret, or otherwise sensitive and non-public financial or business information; that is of a personal or intimate nature regarding any individual; or that is subject to a contractual or other duty of confidentiality owed by the client to a third party.

3. With respect to the Confidential portion of any Discovery Material other than deposition transcripts and exhibits, the producing person or that person’s counsel may designate such portion as “CONFIDENTIAL” by stamping or otherwise clearly marking as “CONFIDENTIAL” the protected portion in a manner that will not interfere with legibility or audibility.

4. The person producing Confidential Discovery Material may designate as “Attorneys’ Eyes Only” any portion thereof that, the producing party or nonparty believes in good faith, (a) contains highly confidential or highly sensitive information, the disclosure of which is likely to have a significant effect on current or future (i) business or commercial strategies or decisions or (ii) product plans or development; (b) the disclosure to persons other than those authorized under paragraph 8 below is restricted by law; or (c) was previously produced in a case with an Attorneys’ Eyes Only designation. The party or nonparty making the designation of “Attorneys’ Eyes Only” bears the burden of showing that the material so designated could not be reasonably protected through the “Confidential” designation. Any party who requests a designation of “Attorneys’ Eyes Only” for a reason other than those set forth above may at any time before the trial of this action serve upon counsel for the recipient party a written notice stating with particularity the grounds of the request. If agreement cannot be reached promptly, counsel for all

Parties will address their dispute to the Court in accordance with Judge Dale E. Ho's Individual Practices in Civil Cases.

5. With respect to the confidential portion of any Confidential Discovery Material other than deposition transcripts and exhibits, the producing person or that person's counsel may designate such portion as "Confidential" or "Attorneys' Eyes Only" by stamping or otherwise clearly marking as "Confidential" or "Attorneys' Eyes Only" the document or protected portion in a manner that will not interfere with legibility or audibility.

6. With respect to deposition transcripts and exhibits, a producing person or that person's counsel may designate such portion as Confidential or Attorneys Eyes Only either by

(a) indicating on the record during the deposition that a question calls for Confidential or Attorneys Eyes Only information, in which case the reporter will bind the transcript of the designated testimony (consisting of question and answer) in a separate volume and mark it as "Confidential Information Governed by Protective Order" or "Attorneys' Eyes Only Information Governed by Protective Order"; or

(b) notifying the reporter and all counsel of record, in writing, within 30 days after a deposition has concluded, of the specific pages and lines of the transcript and/or the specific exhibits that are to be designated Confidential or Attorneys' Eyes Only, in which case all counsel receiving the transcript will be responsible for marking the copies of the designated transcript or exhibit (as the case may be) in their possession or under their control as directed by the producing person or that person's counsel by the reporter. During the 30-day period following the conclusion of a deposition, the entire deposition transcript will be treated as if it had been designated Confidential or Attorneys' Eyes Only.

7. If at any time prior to the trial of this action, a producing person realizes that some portion(s) of Discovery Material that it previously had produced without limitation should be designated as "Confidential" or "Attorneys' Eyes Only", such producing person may so designate such material by so apprising all prior recipients in writing, and thereafter such designated portion(s) of the Discovery Material will be deemed to be and treated as "Confidential" or

“Attorneys’ Eyes Only,” under the terms of this Protective Order. In addition, the producing person shall provide each other party with replacement versions of such Confidential Discovery Material that bears the “Confidential” or “Attorneys’ Eyes Only,” designation within two (2) business days of providing such notice.

Who May Receive Confidential Materials.

8. No person subject to this Protective Order other than the producing person shall disclose any of the Discovery Material designated by the producing person as Confidential to any other person whomsoever, except to:

- (a) the Parties to this action, their insurers, and counsel to their insurers;
- (b) the employees and agents of the parties to the action, provided that such disclosure is needed to assist in the prosecution, defense or settlement of this action;
- (c) counsel for the Parties, including in-house counsel, and any paralegal, clerical and other assistant employed by such counsel and assigned to this matter;
- (d) outside vendors or service providers (such as copy-service providers and document-management consultants, graphic production services or other litigation support services) that counsel hire and assign to this matter, including computer service personnel performing duties in relation to a computerized litigation system;
- (e) any mediator or arbitrator engaged by the Parties or appointed by the Court in this matter, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;
- (f) as to any document, its author, its addressee and any other person indicated on the face of the document as having received a copy;
- (g) any witness (other than the persons who already qualify under subparagraphs 8(a) – 8(f)) who counsel for a Party in good faith believes may be called to testify at trial or deposition in this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;

(h) any person retained by a Party as a consultant or expert to assist in the prosecution or defense of this action, to the extent deemed necessary by counsel, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;

(i) stenographers engaged to transcribe depositions conducted in this action;

(j) this Court, including any appellate court, and the court reporters and support personnel for the same; and

(k) any other person whom the producing person, or other person designating the Confidential Material as “Confidential” agrees in writing may have access to such Discovery Material provided such person has first executed a Non-Disclosure Agreement in the form annexed hereto.

9. Prior to the disclosure of any Discovery Material marked as “Confidential” to any person referred to in subparagraphs 8(g) or 8(h) above, such person shall be provided by counsel with a copy of this Protective Order and shall sign a Non-Disclosure Agreement, in the form annexed hereto, stating that that person has read this Protective Order and agrees to be bound by its terms. Counsel shall retain each signed Non-Disclosure Agreement, hold it in escrow, and produce it upon request to opposing counsel either prior to such person being permitted to testify (at deposition or trial) or at the conclusion of the case, whichever comes first.

10. No person subject to this Order, other than the producing person, shall disclose any Attorneys’ Eyes Only Discovery Material to any other person whomsoever, except to the persons identified in subparagraphs 8(c), 8(f), 8(h), 8(i), and 8(j), and the Parties’ respective in-house counsel, unless the Parties agree in advance to such disclosure.

11. Recipients of Confidential Discovery Material under this Protective Order may use such material solely for the prosecution and defense of this action, and specifically (and by way of example and not limitation) may not use Confidential Discovery Material for any business, commercial or competitive purpose. Nothing contained in this Protective Order, however, will affect or restrict the rights of any person with respect to its own documents or information produced

in this action. Nor does anything contained in this Protective Order limit or restrict the rights of any person to use or disclose information or material obtained independently from and not through or pursuant to discovery in this action.

12. Nothing in this Protective Order will prevent any person subject to it from producing any Confidential Discovery Material in its possession in response to a lawful subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction; provided, however, that such person receiving such a request will (unless prohibited by law from doing so) provide written notice to the producing person before disclosure and as soon as reasonably possible, and, if permitted by the time allowed under the request, at least 10 days before any disclosure. This notice is intended to enable the producing person to seek to oppose compliance with the subpoena, other compulsory process, or other legal notice if the producing person deems it appropriate to do so.

Filing Confidential Discovery Material in this Action.

13. Any Party who objects to any designation of “Confidential” or “Attorneys’ Eyes Only” or who, by contrast, requests still further limits on disclosure (such as “Attorneys’ Eyes Only”) may at any time prior to the trial of this action serve upon counsel for the designating person a written notice stating with particularity the grounds of the objection. If the Parties cannot reach agreement promptly, counsel for the Parties will address their dispute to this Court in accordance with Judge Dale E. Ho’s Individual Practices in Civil Cases. The party or nonparty making the designation of “Confidential” or “Attorneys’ Eyes Only” bears the burden of showing that the material so designated requires the designation.

14. Notwithstanding the designation of material as “Confidential” or “Attorneys’ Eyes Only” in discovery, there is no presumption that such Confidential Discovery Material will be filed with the Court under seal. The Parties shall follow Rule 6 of Judge Dale E. Ho’s Individual Practices in Civil Cases with respect to pretrial requests for filing under seal.

15. All persons seeking to file redacted documents or documents under seal with the Court with respect to any and all matters shall follow the Individual Rules of the presiding District Judge Dale E. Ho. The Parties shall use their best efforts to minimize such sealing.

16. All persons are hereby placed on notice that the Court is unlikely to seal or otherwise afford confidential treatment to any Confidential Discovery Material introduced in evidence at trial or supporting or refuting any motion for summary judgment, even if such material has previously been sealed or designated as Confidential.

17. Any Party filing a motion or any other papers with the Court under seal shall also publicly file a redacted copy of the same, via the Court's Electronic Case Filing ("ECF") system, that redacts only the Confidential Discovery Material itself, and not text that in no material way reveals the Confidential Discovery Material.

18. Each person who has access to Confidential or Attorneys' Eyes Only Discovery Material shall take all due precautions to prevent the unauthorized or inadvertent disclosure of such material.

Inadvertent Disclosure of Privileged Materials.

19. If, in connection with this litigation, and despite having taken reasonable steps to prevent the disclosure of information that it claims is subject to a claim of attorney-client privilege or attorney work product, a producing person inadvertently discloses information subject to a claim of attorney-client privilege or attorney work product protection ("Inadvertently Disclosed Information"), such disclosure, in itself, shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work product protection with respect to the Inadvertently Disclosed Information and its subject matter.

20. If a disclosing person makes a claim of inadvertent disclosure, all receiving persons shall, within five (5) business days, return or destroy all copies of the Inadvertently Disclosed Information, and provide a certification of counsel that all such information has been returned or destroyed.

21. Within five (5) business days of the notification that such Inadvertently Disclosed Information has been returned or destroyed, the disclosing person shall produce a privilege log with respect to the Inadvertently Disclosed Information.

22. If a receiving person thereafter moves the Court for an order compelling production of the Inadvertently Disclosed Information, that motion shall be filed under seal, and shall not assert as a ground for entering such an order the mere fact of the inadvertent production. The disclosing person retains the burden of establishing the privileged or protected nature of any Inadvertently Disclosed Information. Nothing in this Protective Order shall limit the right of any party to request an in-camera review of the Inadvertently Disclosed Information.

Inadvertent Failure to Designate.

23. Production of any material without a designation or an incorrect designation will not be deemed to waive a later claim as to its proper designation, nor will it prevent the producing party from designating said material “Confidential” or “Attorneys’ Eyes Only”. Once redesignated, the redesignated material shall thereafter be treated as if it had originally been designated at the redesignated level. Following any redesignation of materials, the party receiving such materials shall take reasonable steps to comply with the redesignation including, without limitation, retrieving all copies of, excerpts of, and notes related to any redesignated materials from persons not entitled to receive them. Disclosure of Discovery Material designated “Confidential” or “Attorneys’ Eyes Only” to persons not authorized to receive that material prior to receipt of the redesignation shall not be deemed a violation of this Protective Order. In the event distribution has occurred to a person not under the control of a receiving party, a request for return of the material, and for an undertaking of confidentiality, shall be made in writing. In the event the request is not agreed to in writing within five (5) court days, or in the event there is no response, or in the event that the receiving party deems the making of the request to be a useless act, the receiving party shall promptly notify the producing party or nonparty of the distribution and all pertinent facts

concerning it, including the identity of the person or entity not under the control of the receiving party.

Improper Disclosure.

24. If Discovery Material designated “Confidential” or “Attorneys’ Eyes Only” are disclosed to any person other than in the manner authorized by this Protective Order, the receiving party responsible for the disclosure must bring all pertinent facts relating to such disclosure to the attention of the producing party or nonparty when such facts are learned by the receiving party, and without prejudice to the rights and remedies of the producing party or nonparty, make every effort to retrieve the improperly disclosed materials and to prevent further unauthorized disclosure on its own part or on the part of the recipient of such materials.

Protecting Personally Identifying Information.

25. Any Personally Identifying Information (“PII”) (e.g., social security numbers, financial account numbers, passwords, and information that may be used for identity theft) exchanged in discovery shall be maintained by the persons who receive such information and are bound by this Protective Order in a manner that is secure and confidential. In the event that the person receiving PII experiences a data breach, she, he or it immediately shall notify the producing person of the same and cooperate with the producing person to address and remedy the breach. Nothing herein shall preclude the producing person from asserting legal claims or constitute a waiver of legal rights or defenses in the event of litigation arising out of the receiving person’s failure to appropriately protect PII from unauthorized disclosure.

Termination of the Litigation.

26. This Protective Order shall survive the termination of the litigation. Within 30 days of the final disposition of this action, all Discovery Material designated as “Confidential” or “Attorneys’ Eyes Only,” and all copies thereof, shall be promptly returned to the producing person, or, upon permission of the producing person, destroyed.

27. During the pendency of this case only, this Court shall retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

Acknowledgement of Effects of the Protective Order.

28. All persons subject to this Protective Order acknowledge that willful violation of this Protective Order could subject them to punishment for contempt of Court. This Court shall retain jurisdiction over all persons subject to this Protective Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

SO STIPULATED AND AGREED:

Dated: New York, NY
April 29, 2025


By: /s/ Scott J. Sholder
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*Attorneys for Plaintiff Psychic
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



DALE E. HO
United States District Judge
Dated: May 13, 2025 New
York, New York